

DOCKET NO. NWH-CV20-6005795-S

: SUPERIOR COURT

WESTON SHOPPING CENTER
ASSOCIATES, LLC

: HOUSING SESSION OF NORWALK

vs.

MFV ENTERPRISES A/K/A M.F.V.
ENTERPRISES, INC. D/B/A PETER'S
WESTON MARKET

: SEPTEMBER 11, 2020

MOTION FOR ENTRY OF STIPULATED JUDGMENT OF POSSESSION

Plaintiff/Landlord WESTON SHOPPING CENTER ASSOCIATES, LLC (the "Landlord") and MFV ENTERPRISES A/K/A M.F.V. ENTERPRISES, INC. D/B/A PETER'S WESTON MARKET (the "Tenant") have agreed to the entry of a stipulated judgment in this matter and they have executed the attached Stipulation for Judgment of Possession and Stay of Execution (the "Stipulated Judgment"). See Exhibit A. As a result, Landlord moves that the attached Stipulated Judgment be entered as an Order of the Court, and request that the Court grant the motion and enter the Stipulated Judgment without a hearing or canvass, or schedule the matter for an immediate hearing (including by way of a virtual hearing). Tenant, via counsel, consents to the relief requested herein.

PLAINTIFF,
WESTON SHOPPING CENTER
ASSOCIATES, LLC

By /s/Jonathan A. Kaplan
Jonathan A. Kaplan
Pullman & Comley, LLC
90 State House Square
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jkaplan@pullcom.com
Its Attorneys

CERTIFICATION

Pursuant to Practice Book § 10-14, I hereby certify that a copy of the above was mailed or electronically delivered on September 11, 2020 to all counsel and pro se parties of record.

Matthew K. Beatman
Zeisler & Zeisler, PC
10 Middle Street, 15th Floor
Bridgeport, CT 06604
mbeatman@zeislaw.com

/s/Jonathan A. Kaplan
Jonathan A. Kaplan
Commissioner of the Superior Court

EXHIBIT A

DOCKET NO. NWH-CV20-6005795-S	:	SUPERIOR COURT
	:	
WESTON SHOPPING CENTER ASSOCIATES, LLC	:	HOUSING SESSION OF
	:	NORWALK
	:	
vs.	:	
	:	
MFV ENTERPRISES A/K/A M.F.V. ENTERPRISES, INC. D/B/A PETER'S WESTON MARKET	:	SEPTEMBER __, 2020
	:	

STIPULATION TO JUDGMENT OF POSSESSION

This Stipulation (the "Agreement") is made and entered into this ____ day of September, 2020 by and between WESTON SHOPPING CENTER ASSOCIATES, LLC (the "Landlord") on the one hand and MFV ENTERPRISES A/K/A M.F.V. ENTERPRISES, INC. D/B/A PETER'S WESTON MARKET (the "Tenant") on the other.

1. Judgment of Possession. A judgment for immediate possession of the Premises shall enter for Landlord (the "Judgment").

2. Stay of Execution. Tenant will be allowed to remain in possession of the Premises and execution of the Judgment shall be stayed until January 31, 2021 (the "Vacate Date") in accordance with the terms of this Agreement and provided that Tenant complies with all of the terms and obligation of this Agreement and the Lease, including but not limited to those specified in Section 3 below. Tenant agrees that it shall abide by and follow all of the terms and conditions of the Lease during the stay period not otherwise modified.

3. Tenant's Payment Obligations. Commencing on the fifth day of September 2020 and continuing on the 5th of each month thereafter until the Vacate Date, MFV shall make monthly payments of Thirty -Seven, Four Hundred Thirty Eight and 6/100 (\$37,438.06) Dollars (the "U&O Payment") to the Landlord by delivering a check in certified funds to Tolk Home & Estate Property Management, LLC Box 1284, Weston, CT 06883. **TIME IS OF THE**

ESSENCE WITH REGARD TO EACH U&O PAYMENT. In the event that (i) any of the payments due under this Agreement or under the Lease from Tenant is not received by Landlord by its respective deadline or (ii) or Tenant otherwise breaches the Lease that is not cured within five (5) business days of written notice to MFV of same, Landlord may file an Affidavit of Non-Compliance with the Court and if Tenant fails to cure the default within five (5) business days of the filing of the Affidavit of Non-Compliance, any applicable stay shall be automatically terminated, and the Court shall issue an execution.

None of the payments received by Landlord shall create a leasehold or possessory interest, nor shall it extend or renew the Lease, and any payments shall be applied as payment for use and occupancy of the Premises.

4. **Tenant's Waiver.** Tenant agrees that it waives its right to appeal, object to or challenge the execution and agrees to waive its right to appeal, request a stay of execution, or submit any other pleading, action or process that would delay the effectuation of the execution. This Agreement shall be sufficient evidence for any court to deny any request for a stay of execution, or any other pleading, action or process that would delay the execution.

5. To the extent Landlord proceeds with enforcing the Judgment or the Tenant voluntarily vacates the Premises, any articles left behind shall be deemed abandoned, and may be disposed of or retained by Landlord in its sole discretion.

6. **Security Deposit.** Tenant agreed that to the extent the Landlord is in possession of a Security Deposit, Tenant waives any right to the Security Deposit and Landlord may apply it to any outstanding obligations owed by the Tenant.

7. Tenant represents and warrants to the best of its knowledge, information and belief that it (i) has not done or suffered anything whereby the Premises or the Lease have been

encumbered in any way, (ii) has the full power and authority to enter in to this Agreement, (iii) the person executing this Agreement on its behalf has been duly authorized to do so, and (iv) no consent of any third party is required for it to enter into and perform its obligations under this Agreement.

8. The parties represent, warrant, and agree that each has been represented by its own counsel, that they have each thoroughly read and understood the terms of this Agreement, conferred with their respective attorneys on any questions in regard to this Agreement, and have voluntarily entered into this Agreement to resolve all differences as stated herein. Further, the parties, having been represented by counsel in connection with this Agreement, acknowledge that they have not relied upon any representations or promises or agreements of any kind made to them in connection with their decision to sign this Agreement, except for those set forth in this Agreement.

9. The Parties further acknowledge that they have entered into a separate Settlement Agreement and if there is any inconsistency between the Settlement Agreement and this Stipulation, then the terms of the Settlement Agreement shall control.

10. The parties agree that this Agreement may be executed in any number of identical counterparts, each of which shall be considered an original for all purposes, but all of which shall constitute one agreement. The parties hereby represent and acknowledge that the individuals executing this Agreement are duly authorized to do so by their respective principals.

11. Landlord and Tenant submit to the continuing jurisdiction of the Court for the purpose of ensuring enforcement of this Agreement and the Judgment.


WESTON SHOPPING CENTER ASSOCIATES,
LLC

By _____
By: _____

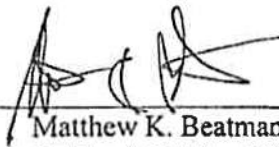
Dated: September __, 2020

By _____
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Its Attorney

MFV ENTERPRISES A/K/A M.F.V.
ENTERPRISES, INC. D/B/A PETER'S
WESTON MARKET

By  _____

Dated: September 4, 2020

By  _____
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mbeatman@zeislaw.com
Their attorney

WESTON SHOPPING CENTER ASSOCIATES,
LLC

By Samuel Corbin
By: Managing Member, WSAC, LLC

Dated: September 3, 2020

MFV ENTERPRISES A/K/A M.F.V.
ENTERPRISES, INC. D/B/A PETER'S
WESTON MARKET

By _____

Dated: September __, 2020

By _____
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Their attorney

WESTON SHOPPING CENTER ASSOCIATES,
LLC

By _____
By: _____

Dated: September __, 2020

By 
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Its Attorney

MFV ENTERPRISES A/K/A M.F.V.
ENTERPRISES, INC. D/B/A PETER'S
WESTON MARKET

By _____

Dated: September __, 2020

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